

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION (Detroit)

Trustees of:
MICHIGAN ELECTRICAL EMPLOYEES'
PENSION FUND, *et al*,

Plaintiffs,

Case No. 2:14-cv-11618-RHC-MKM

v

Hon. Robert H. Cleland

MARKEE ELECTRIC, INC.,
Defendant.

/

CONSENT JUDGMENT

This matter is presented on the consent of the parties. On July 31, 2014, the Court *sua sponte* entered an Order Dismissing Case Without Prejudice [Docket No. 7](the “July 31, 2014 Order”) as the Court was advised of a pending but not yet finalized Settlement Agreement between the parties effective as of July 31, 2014 (the “2014 Settlement Agreement”). On August 31, 2014, once the 2014 Settlement Agreement was finalized, the Court entered an Ex-Parte Order (i) Dismissing Case Without Prejudice, and (ii) Setting Procedures for Re-Opening of Case and Entry of Consent Judgment [Docket No. 8](the “Dismissal Order”). Defendant Markee Electric, Inc. (“Markee”) has defaulted under the 2014 Settlement Agreement. Plaintiffs and Markee have entered into an Amended and Restated Settlement Agreement wherein Plaintiffs and Markee have agreed to amend, restate and supersede 2014 Settlement Agreement and enter this Consent

Judgment. The parties have agreed to entry of this Consent Judgment and the Court is otherwise advised in the premises;

NOW THEREFORE;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

1. This case is re-opened.
2. This Dismissal Order [Docket No. 8] is set-aside.
3. Judgment is entered in favor of Plaintiffs and against Defendant Markee Electric, Inc. in the amount of \$99,708.21 (the "Judgment"),¹ with post-judgment interest to accrue thereon at the rate of ten (10%) percent per annum from and after March 1, 2015, and Plaintiffs shall have full rights of execution thereon.
4. Markee, by and through its respective officers including Richard A. Markee, shall in accordance with the terms and conditions of the applicable collective bargaining agreement to which Markee is a party, continue to timely remit all fringe benefit contributions due to Plaintiffs on behalf of the persons performing covered work along with the corresponding fringe benefit contribution reports from and after January 1, 2015.

5. The Court shall retain jurisdiction over this matter for purposes of enforcement of the provisions of this Judgment including any proceedings

¹ Covers the updated audit of the books and records of Markee Electric, Inc. for the time period from April 2011 through December 2014 only, as determined by an audit billing letter from Plaintiffs to Defendant Markee Electric, Inc. dated January 28, 2015.

supplementary to judgment which are necessary for Plaintiffs to enforce the provisions of this Judgment.

DATED: April 10, 2015

s/Robert H. Cleland
UNITED STATES DISTRICT JUDGE

Stipulated and agreed to:

ERMAN, TEICHER,
ZUCKER & FREEDMAN, P.C.

/s/ Craig E. Zucker
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MARKEE ELECTRIC, INC.

By: /s/ Richard A. Markee (per consent)
Its: President
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- and -

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